

**REMARKS**

In the final Office Action<sup>1</sup>, the Examiner rejected claims 1, 7, and 13-26 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,794,207 to Walker et al. ("*Walker '207*") and U.S. Patent No. 6,598,026 to Ojha et al. ("*Ojha*") in view of U.S. Patent No. 5,862,223 to Walker et al. ("*Walker '223*").

Applicant respectfully traverses the rejection of claims 1, 7, and 13-26. Independent claim 1, for example, recites an information processing apparatus including a "recording means for recording a request information transmitted by a first user ... wherein said first user is a customer and said request information is a non-binding request for an offer to sell goods." None of the cited references teaches or suggests at least this subject matter of claim 1.

The Examiner concedes that *Walker '207* does not disclose the claimed non-binding request for an offer to sell goods (Office Action at p. 3). The Examiner, however, asserts "*Ojha* discloses user submitting non-bidding bidding [*sic*] request" (Office Action at p. 3). Applicant agrees that *Ojha* discloses a non-binding bid from a user, as *Ojha* discloses, "the buyer's bids are non-binding" (*Ojha* col. 3, line 23). Applicant does not agree that *Ojha*'s non-binding bids from a buyer correspond to the claimed "request for an offer to sell goods" by a customer. A bid, even a non-binding one, is an expression of one's intent to purchase an item on particular terms. In fact, *Ojha* even provides a separate embodiment to discourage frivolous bidding (col. 3, line 24). The claimed "request for an offer to sell goods" is not an expression of an

---

<sup>1</sup> The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

intent to deal on certain terms, but merely a solicitation for offers, or bids. In other words the customer in claim 1 is not “offering” or “bidding” to the shops, but rather requesting that shops make offers or bids to sell goods to the customer. Therefore, in the claimed system, it is the shop, and not the customer, who first expresses concrete terms on which a sale of goods can be completed.

In another embodiment, *Ojha* further discloses, “a buyer need not even submit a bid to begin negotiations ... the buyer may submit a request for quotes from sellers” (*Ojha* col. 20, lines 21-25). *Ojha* further discloses, “once quotes are received by the buyer, negotiations can proceed” (*Ojha*, col. 20 lines 33-35). Thus, the “quote” in *Ojha* does not correspond to the claimed offer to sell goods. A “quote” is simply a statement of price, whereas an “offer” is an assertion of willingness to do business on specified terms. The buyer in *Ojha* thus knows a price at which a particular item sells, but further negotiations are necessary to complete the terms of the agreement sufficient to bind the buyer and seller. A buyer in the claimed system has received “an offer to sell goods,” and thus can consummate the transaction on those terms without further negotiations. Thus, *Ojha* does not teach or suggest the claimed “non-binding request for an offer to sell goods,” and neither does *Walker* ‘207, as conceded by the Examiner.

*Walker* ‘223 fails to cure the deficiencies of *Walker* ‘207 and *Ojha*. *Walker* ‘223 discloses a “method and apparatus for an expert seeking to sell his services to more efficiently find a client” (*Walker* col. 6, lines 56-58), and further discloses “if, after reviewing the full job request, he submits a formal offer of service, essentially his bid for the job” (*Walker* col. 7, lines 61-63). Even assuming the “job request” in *Walker* ‘223 is “non-binding,” it cannot correspond to the claimed “non-binding request for an offer to

sell goods” because it is a request for services, not for goods. Thus, *Walker* ‘223 does not teach or suggest the claimed “non-binding request for an offer to sell goods.”

Although of different scope, independent claim 7 recites subject matter similar to claim 1. Claims 13-19 depend from claim 1, and claims 20-26 depend from claim 7. As already discussed, none of the cited references teach or suggest a “non-binding request for an offer to sell goods”.

Because the cited references fail to teach or suggest each and every claim element recited by claims 1, 7, and 13-26, no *prima facie* case of obviousness has been established with respect to these claims. Applicant therefore requests the Examiner to withdraw the rejection of these claims under 35 U.S.C. § 103(a).

Claim 13 further recites a searching means that “allows a customer to search request information submitted by other customers.” The cited references fail to teach this subject matter.

The Examiner asserts, “*Walker* ‘207, *Ojha*, and *Walker* ‘223 disclose the information processing apparatus ... wherein the searching means allows a customer to search request information submitted by other customers (*Ojha*, col. 4 lines 28-48)” (Office Action at p. 5). Applicant disagrees. The cited portions of *Ojha* disclose a “mechanism ... by which negotiations with a number of sellers may be automatically terminated when the buyer reaches an agreement with any other one seller” (*Ojha*, col. 4 lines 31-34). As the cited portions of *Ojha* disclose no searching means or search of any kind, Applicant assumes the Examiner is relying on principles of inherency. Even then, assuming the “automatic terminat[ion] in *Ojha* requires a search of some sort, and assuming the negotiations correspond to the claimed “request information,” any search

inherent in *Ojha* would only need to be a search through the history of the buyer's negotiations, and not "submitted by other customers" as recited by claim 13. Thus, *Ojha* fails to teach or suggest the claimed searching means.

*Walker '207* fails to cure the deficiencies of *Ojha*. *Walker '207* discloses only "having all offers in a centralized location makes it easier for sellers to search for relevant purchase offers" (*Walker '207*, col. 7 lines 23-25). Even assuming the purchase offers in *Walker '207* correspond to the claimed "request information," *Walker '207* explicitly states that sellers, and not other buyers, have the ability to search the purchase offers. This does not constitute a teaching or suggestion of "allow[ing] a customer to search request information submitted by other customers" as recited by claim 13.

*Walker '223* fails to cure the deficiencies of *Ojha* and *Walker '207*. *Walker '223* discloses, "central controller 200 searches end user request database 265 ... for similar end user requests so that unnecessary duplication of work by experts is not performed" (*Walker '223*, col. 19 line 66 - col. 20 line 3). Thus, in *Walker '223*, it is the system itself that initiates the search and defines the terms of the search. This does not constitute a teaching or suggestion of "allow[ing] a customer to search request information submitted by other customers" as recited by claim 13.

Although of different scope, claim 20 recites subject matter similar to claim 13. As already discussed, none of the cited references teach or suggest a searching means that "allows a customer to search request information submitted by other customers."

Because the cited references fail to teach or suggest each and every claim element recited by claims 13 and 20, no *prima facie* case of obviousness has been

established with respect to these claims. Applicant therefore requests the Examiner to withdraw the rejection of these claims under 35 U.S.C. § 103(a).


In view of the foregoing remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, L.L.P.

Dated: May 16, 2006

By:   
Michael R. Kelly  
Reg. No. 33,921